




THIS AGREEMENT made and entered into this 17th day of August, 2021 by and between Manatee County Government doing business as the Bradenton Area Convention Center, hereinafter referred to as CENTER, and Sarasota/ Manatee MPO at 8100 15th Street East Sarasota, FL 34243 hereinafter referred to as LICENSEE.

WITNESSETH

CENTER, in consideration of the payments required herein, and subject to the terms and conditions contained in this Agreement, grants to LICENSEE a non-assignable right for LICENSEE to use and occupy that portion of CENTER's facilities described below (hereinafter the Space), for Meetings (hereinafter the Event), with access to the Space as listed below:

- ½ Center Hall, Longboat Key or other available space based upon availability and One additional room for overflow based upon availability as determined by CENTER
 - September 27, 2021: move in 7:00am; event 9:30am-11:30am; move out 12:30pm
 - November 8, 2021; move in 7:00am; event 9:30am-11:30am; move out 12:30pm

LICENSEE will have access to the space at the above times only. Any additional Move in or Move Out days, if available, must be included in the License Agreement.  Initials

1. **Charges** – LICENSEE agrees to pay CENTER the charges set forth under charges for the use and occupation of the Space and for facilities, products, and service provided.
 - Rent will be at 100% Discount to include facility rent, facility owned and available equipment and services. Owned equipment does not include audio visual equipment and any associated charges.
2. **Rates for Facilities, Products (Equipment) and Services** – CENTER offers additional products, and services, when available, at the below listed single event day rate and a multiple event day rate (Run Of Show). *Items ordered last minute, if available, will be subject to an additional last-minute labor charge.* * See #1 Charges
 - a. Security
 - i. Rates for t-shirt security and uniformed officers and supervisors will be at the prevailing rate at the time of event.
 - b. Events requiring three phase power or aerial rigging will be required to have a supervising liaison from the In-house Audio-Visual Company review preliminary requirements and be on-site at the time of load in. LICENSEE will be responsible for applicable charges.
3. **Payment Schedule** – The LICENSEE agrees to pay CENTER the charges in part 1 provided as follows:
 - a. See #1
4. **Food and Beverage Service** – Only the In-House Caterer or caterers included in CENTER'S Off-Site Caterer Program (the Program) may provide food and beverage at the CENTER. CENTER does not imply or guarantee the services of the Caterer Program, but only maintains the Program to assure compliance with CENTER'S requirements and policies. The failure to enter into an agreement for any of these items shall not be cause for either party to terminate the Agreement or be considered a breach or default. The State of Florida prohibits catering by unlicensed providers. CENTER provides all food service and concessions. No other food and beverage (including self-catering and food vendors) may be brought into the CENTER without written permission  Initials (*Initialing the above signify you have read and understand this paragraph*)
5. **Alcohol Service** - All alcoholic beverages are to be purchased and provided by CENTER or designee and must be consumed on the premise: CENTER does not permit donated alcohol to be served at events.  Initials

6. **Indemnity and Insurance** – In addition to performing the other obligations set forth in the General Conditions incorporated herein pursuant to Section 11, LICENSEE shall specifically comply with the obligations set forth in General Conditions K and L, regarding insurance and indemnity.
7. **Designees** – The CENTER and LICENSEE agree that authority to sign any Addenda or supplementary writings is provided to Nanette Eubanks by LICENSEE. LICENSEE may delete or add designees by providing written notice to CENTER.
8. **Future Event Dates** – This agreement represents the dates for this agreement only and does not guarantee any future dates, holds, or prices with the CENTER.
9. **Layout and Set up details** – Layout and set up details for the facility are required to the CENTER no less than seven days prior to the move in of the event. Late submission may result in additional labor charges.
10. **Exclusive Rights** – CENTER does not guarantee any exclusive rights to any types of shows.
11. **Incorporation of Documents** – This Agreement includes the General Conditions, Attachment 1 and the Facility Use Regulations, Attachment 2 and any additional written understanding referencing this Agreement and signed by the parties including facsimile transmissions (faxes), all of which are incorporated herein by reference as if each were included within the body hereof.

Total of charges for equipment and services will be provided prior to the event by the facility's Event Manager.

LICENSEE SIGNATURE



Date 8/18/21

BRADENTON AREA CONVENTION CENTER

 for ELLIOTT FOLEY
Executive Director or Designee

Date 9/14/21



Board of County Commissioners September 14, 2021 - Regular Meeting

SUBJECT

EXECUTION OF LICENSE AGREEMENT WITH SARASOTA MANATEE MPO FOR USE OF MEETING SPACE AT THE BRADENTON AREA CONVENTION CENTER

Category

CONSENT AGENDA

Briefings

All

Contact and/or Presenter Information

Presenter: Elliott Falcione, Convention & Visitors Bureau Director, x3940

Contact: Monica Luff, Sr. Administrative Specialist, Convention & Visitors Bureau, x3944

Action Requested

Authorization for the Convention & Visitors Bureau Executive Director, or designee, to execute License Agreement #2021-0247 with the Sarasota Manatee MPO for two (2) meetings to be held at the Bradenton Area Convention Center. This agreement does not conform with Rate Resolution R-15-106, as amended, in that the meetings are at no charge for facility rent, equipment, and services.

Enabling/Regulating Authority

- Ordinance 14-38
- Resolution R-15-106, as amended by R-19-003; established rates and policies for the Bradenton Area Convention Center

Background Discussion

- MPO Meeting dates are September 27, 2021, and November 8, 2021.
- With the up-rise in COVID-19 cases, the MPO has requested use of meeting space for 2 days at the Convention Center to be able to safely social distance audience and MPO members for the meetings.
- The Convention Center is available on the requested dates.
- Partnering with the MPO is highly recommended since it impacts our entire community.
- Estimated costs waived are \$1,000-\$1,600 per meeting.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Copy of approved agenda memo to Monica.Luff@mymanatee.org

Distributed 9/16/21, RT

Cost and Funds Source Account Number and Name

455

Amount and Frequency of Recurring Costs

Waive fees of \$3,200